

THIS AGREEMENT made and entered into by and between Mecklenburg County (hereinafter "the County"), Robert P. Johnston, Senior Resident Superior Court Judge (hereinafter "the Judge"), Peter S. Gilchrist, III, District Attorney, 26th Prosecutorial District, (hereinafter "the District Attorney"), Kevin Tully, Public Defender, (hereinafter "the Public Defender"), Martha H. Curran, Clerk of Superior Court (hereinafter "the Clerk"), the Office of Indigent Defense Services (hereinafter IDS), and the Administrative Office of the Courts (hereinafter "AOC"), State of North Carolina.

WITNESSETH

THAT WHEREAS, the District Attorney has applied to the AOC Director pursuant to G.S. §7A-64 for authority to enter into a contract with the County to hire Assistant District Attorneys (ADA) to address the expanding cases in Mecklenburg County, whose cases have accumulated on the dockets of the 26th District and the District Attorney's office is unable to dispose of these cases in a manner to keep the dockets reasonably current.

WHEREAS, the Public Defender has applied to the Director of the Office of Indigent Defense Services pursuant to G.S. 7A-498.7 for authority to enter into a contract with the County to hire Assistant Public Defenders to address the expanding caseload in Mecklenburg County and the need for additional resources to dispose of those cases.

WHEREAS, the County has appropriated funds to implement a program of expediting these cases and has budgeted the annualized sum of \$868,088.67 for the period July 1, 2008, to June 30, 2009, to pay for the personnel costs consisting of an annual maximum for salary and benefits, if applicable, of each position listed on Appendix A.

WHEREAS, the AOC Director has found that the District Attorney has made a showing, pursuant to G.S.7A-64 that cases have accumulated on the dockets of the 26th District and the District Attorney's office is unable to dispose of these cases in a manner to keep the dockets reasonably current; and

WHEREAS, the Director of the Office of Indigent Defense Services has found that the Public Defender has made a showing, pursuant to G.S. 7A-498.7, that the overwhelming public interest warrants the use of additional resources for the speedy disposition of cases accumulating on the court dockets in Mecklenburg County; and

WHEREAS, the County desires to pay to the AOC on behalf of the Judge, District Attorney, Public Defender and Clerk the amounts specified herein for the use by the Judge, District Attorney, Public Defender and Clerk to hire personnel as shown on Appendix A; and

WHEREAS, the AOC is responsible for administering the receipts and expenditures of the Judicial Branch, including the offices of the Judge, District Attorney, Public Defender and Clerk; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth, the County does hereby agree to provide funds and the AOC agrees to administer the funds on behalf of the Judge, District Attorney, Public Defender and Clerk through its own payroll for the positions shown on Appendix A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The term of this Agreement shall be for a period of one year, beginning on July 1, 2008, and terminating on the 30th day of June 2009.
2. The employees under this contract will be employees of the Judge, District Attorney, Public Defender and Clerk accordingly for all purposes, and shall be hired by and work under the supervision and direction of the Judge, District Attorney, the Public Defender and the Clerk for the 26th Prosecutorial District and Mecklenburg County.
3. The County will be responsible for paying the personnel costs, as budgeted. The parties agree to act in good faith to facilitate such budget amendments as may be necessary from time to time. The Judge, District Attorney, Public Defender and Clerk shall provide space and furnishings for their staff commensurate with other staff offices. AOC shall provide administrative services to the Judge, District Attorney, Public Defender and Clerk pursuant to this Agreement, but shall not contribute funds or be responsible for any operating expenses of the project, nor shall the AOC be responsible for the hiring or supervision of the positions.

4. The County shall provide funds to the AOC Deputy Director for Financial Services. The maximum annual personnel costs shall be \$868,088.67. Any changes in salary shall be communicated in writing to the County Manager's Office, the Judge, District Attorney, Public Defender, Clerk and the AOC. Upon Agreement of the parties, the monthly payments will be revised based upon this information, but in no event shall the total annual personnel costs exceed \$868,088.67 without the prior written approval of the General Manager and the Judge, District Attorney, Public Defender and Clerk.
5. The County agrees to provide to the AOC and IDS all operating costs associated with the position(s) in this contract in accordance with annual AOC and IDS position cost statements supplied by the AOC and IDS Financial Services Divisions. Typical operating costs in AOC and IDS position cost statements represent expenditures such as transportation, meals and lodging, postage, registration fees, maintenance agreements, office equipment, general office supplies, telephone service and equipment, personal computer and printer, software, and wiring and installation. Using funds provided by the County, the AOC and IDS will purchase and maintain all equipment. Mecklenburg County will submit payment upon the receipt of a detailed invoice.
6. The County agrees that it will increase the payments under this Agreement by the amount necessary to provide for each of the following increases in the compensation or benefits of any person whose position is funded under this Agreement, with each increase to become effective on the effective date of the relevant increase in compensation or benefits as set forth by the North Carolina General Assembly:
 - a. Any legislative increase in salary
 - b. Any increase in salary to which any assistant or deputy clerk is entitled under the pay plan adopted pursuant to G.S. 7A-102
 - c. Any legislatively mandated increase in the employer contributions to the North Carolina Teachers and State Employees Retirement System or the Consolidated Judicial Retirement System
 - d. Any legislatively mandated increase in the employer's premium to provide coverage under the North Carolina Teachers and State Employees Major Medical Plan provided; however, that should the amounts needed for any increase exceed five (5%) percent of the total contract amount, the County must agree in writing to any amount in excess of five (5%) of the total contract amount. If the County does not agree in writing to pay the amount in excess of five (5%), then the parties may terminate this contract in accordance with paragraph 8 below.
7. The AOC and the County shall maintain all appropriate documentation for expenditures under this contract for examination by the Office of State Auditor. Upon request, AOC shall provide to the County copies of said documentation and the County shall provide to the AOC copies of such documentation.
8. This Agreement may be terminated by the County, the AOC, IDS or the Judge, District Attorney, Public Defender and Clerk upon giving ninety (90) days notice in writing or by the mutual consent of all of the parties.
9. The Judge, District Attorney, Public Defender or Clerk shall immediately advise the County in writing if any of their respective positions are vacated without a replacement. Said vacation may suspend the operation of this Agreement until the position is filled.
10. It is understood and agreed between the County, the Judge, District Attorney, Public Defender, Clerk, the AOC and IDS that the payment specified in this Agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation, availability or appropriation of funds by the County.
11. It is understood and agreed between the County, the Judge, District Attorney, Public Defender, Clerk, the AOC and IDS that this Agreement is entered into pursuant to G.S. 7A-64, G.S. 7A-498.7, and G.S. 153A-212.1, and that nothing in this Agreement shall be construed to obligate the AOC or IDS to maintain or request funding for positions or services initially provided under this Agreement.
12. This Agreement may be amended by written agreement executed by all the parties, except if the only change is an increase in positions and corresponding costs, then only the County, AOC and IDS need sign the amendment.
13. This Agreement is the entire Agreement among the parties and there are no other Agreements, oral, written, expressed or implied.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement, in triplicate originals, as of the date first above written. The undersigned General Manager agrees to provide AOC with copies of minutes or other documentation authorizing him to execute this contract on behalf of the County.

MECKLENBURG COUNTY:

Attest:

BY: _____
General Manager

Clerk to the Board of County Commissioners

SENIOR RESIDENT SUPERIOR COURT JUDGE

OFFICE OF INDIGENT DEFENSE

Robert P. Johnston

Malcolm R. Hunter, Director

DISTRICT ATTORNEY
26th PROSECUTORIAL DISTRICT

PUBLIC DEFENDER

Peter S. Gilchrist, III

Kevin Tully

ADMINISTRATIVE OFFICE
OF THE COURTS

CLERK OF SUPERIOR COURT

BY: _____
Ralph A. Walker, Director

Martha H. Curran

Approved as to Form:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Attorney

Mecklenburg County Finance Director

APPENDIX A

*Staffing for Criminal System Reorganization Plan

Criminal Reorganization Plan Component					
Criminal Case Management Plan - November 1, 2008	BASE SALARY	NON_RECURRING (NR)	RECURRING (R)	TOTAL (R&NR)	FY09 Prorated (R&NR)
Criminal Court Administrator (Superior Ct. Trial Ct. Coordinator)	\$46,628.00	\$5,295.00	\$65,012.00	\$70,307.00	\$48,636.33
Criminal Case Coordinator (Superior Ct. Judicial Assistant I)	\$34,068.00	\$2,717.00	\$47,592.00	\$50,309.00	\$34,445.00
Criminal Case Coordinator	\$34,068.00	\$2,717.00	\$41,129.00	\$43,846.00	\$30,136.33
Assistant District Attorney	\$70,946.00	\$3,684.00	\$106,995.00	\$110,679.00	\$75,014.00
Assistant Public Defender	\$70,946.00	\$2,204.00	\$92,376.00	\$94,580.00	\$63,788.00
Deputy Clerk	\$27,888.00	\$2,193.00	\$41,129.00	\$43,322.00	\$29,612.33
Component Total	\$284,544.00	\$18,810.00	\$394,233.00	\$413,043.00	\$281,632.00
Early Intervention - In Custody Misd. Proc - November 1, 2008	BASE SALARY	NON_RECURRING (NR)	RECURRING (R)	TOTAL (R&NR)	FY09 Prorated (R&NR)
Assistant District Attorney	\$70,946.00	\$3,684.00	\$106,995.00	\$110,679.00	\$75,014.00
Assistant Public Defender	\$70,946.00	\$2,204.00	\$92,376.00	\$94,580.00	\$63,788.00
District Attorney Legal Assistant	\$37,364.00	\$4,644.00	\$53,490.00	\$58,134.00	\$40,304.00
Public Defender Legal Assistant	\$36,264.00	\$1,705.00	\$46,416.00	\$48,121.00	\$32,649.00
Deputy Clerk	\$27,888.00	\$2,193.00	\$41,129.00	\$43,322.00	\$29,612.33
Component Total	\$243,408.00	\$14,430.00	\$340,406.00	\$354,836.00	\$241,367.33
H&I Felonies in District Court - March 1, 2009	BASE SALARY	NON_RECURRING (NR)	RECURRING (R)	TOTAL (R&NR)	FY09 Prorated (R&NR)
Assistant District Attorney	\$70,946.00	\$3,684.00	\$106,995.00	\$110,679.00	\$39,349.00
Assistant District Attorney	\$70,946.00	\$3,684.00	\$106,995.00	\$110,679.00	\$39,349.00
Assistant Public Defender	\$70,946.00	\$2,204.00	\$92,376.00	\$94,580.00	\$32,996.00
Assistant Public Defender	\$70,946.00	\$2,204.00	\$92,376.00	\$94,580.00	\$32,996.00
District Attorney Legal Assistant	\$37,364.00	\$4,644.00	\$53,490.00	\$58,134.00	\$22,474.00
District Attorney Legal Assistant	\$37,364.00	\$4,644.00	\$53,490.00	\$58,134.00	\$22,474.00
District Attorney Legal Assistant	\$37,364.00	\$4,644.00	\$53,490.00	\$58,134.00	\$22,474.00
Deputy Clerk	\$27,888.00	\$2,193.00	\$41,129.00	\$43,322.00	\$15,902.67
Deputy Clerk	\$27,888.00	\$2,193.00	\$41,129.00	\$43,322.00	\$15,902.67
Component Total	\$451,652.00	\$30,094.00	\$641,470.00	\$671,564.00	\$243,917.33
Citizen Warrant Process - March 1, 2009	BASE SALARY	NON_RECURRING (NR)	RECURRING (R)	TOTAL (R&NR)	FY09 Prorated (R&NR)
Assistant District Attorney	\$70,946.00	\$3,684.00	\$106,995.00	\$110,679.00	\$39,349.00
Assistant District Attorney	\$70,946.00	\$3,684.00	\$106,995.00	\$110,679.00	\$39,349.00
District Attorney Legal Assistant	\$37,364.00	\$4,644.00	\$53,490.00	\$58,134.00	\$22,474.00
Component Total	\$179,256.00	\$12,012.00	\$267,480.00	\$279,492.00	\$101,172.00
TOTAL	\$1,158,860.00	\$75,346.00	\$1,643,589.00	\$1,718,935.00	\$868,088.67

*Includes all costs associated with the position as provided on the judicial department position cost sheet